

Reg. No. 1277
Fee Paid, \$ 7.25

MORTGAGE RECORD-73

Bankers Mortgage Co.-1st Mortgage

FROM

The International Investment Corporation

TO

THE BANKERS MORTGAGE COMPANY,
OF TOPEKA, KANSAS.

THIS INDENTURE, Made March 3, 1931
The International Investment Corporation

of the County of Shawnee State of Kansas, part of the first part, and THE BANKERS MORTGAGE COMPANY OF TOPEKA, KANSAS, party of the second part:
WITNESSETH, That said part Y of the first part, in consideration of the sum of Twenty-nine Hundred and no/100 DOLLARS, paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby SELL AND CONVEY unto the said second party, its successors or assigns, the following described real estate, situated in the County of Douglas and State of Kansas, to-wit:

Lot 13 in Block 11, in University Place, in the City of Lawrence, Douglas County, Kansas.
The Grantor herein hereby wholly waives the period of redemption in accordance with the provision of the laws of the State of Kansas.

TO HAVE AND TO HOLD said premises with all appurtenances thereto belonging, unto the said party of the second part, its successors or assigns, forever. The said part Y of the first part covenant with the party of the second part, that said part Y of the first part is lawfully seized in fee simple of said premises; that it has good right to sell and convey said premises; that said premises are free and clear from all liens and encumbrances; and that it will warrant and defend the title to the said premises unto the said party of the second part, and unto its successors or assigns forever, against the claims of all persons, and the said part Y of the first part hereby relinquish all its marital and homestead rights, and all other existing interests in said premises, the intention being to convey hereby an absolute title to said premises in fee simple.

PROVIDED ALWAYS, And this instrument is executed and delivered upon the following conditions:
FIRST, That said part Y of the first part shall pay, or cause to be paid to the party of the second part, its successors or assigns, Twenty-nine Hundred and no/100 (\$ 2900.00) DOLLARS on the 15th of March 1931, with interest thereon, payable semi- annually, from March 1, 1931 according to the terms of one promissory bond or note, signed by said part Y of the first part, payable to the order of THE BANKERS MORTGAGE COMPANY OF TOPEKA, KANSAS, and bearing even date herewith.

SECOND, In consideration of the rate of interest at which the loan hereby secured is made, said part Y of the first part expressly agree to pay any and all taxes and assessments which may be levied or assessed under the laws of the State of Kansas against said bond or note hereby secured, or the mortgage securing the same, or against the owner of said bond or note and mortgage on account of the debt hereby secured. If, however, such taxes and assessments added to the interest shall exceed ten per cent per annum upon such principal, then the mortgagors herein shall pay only so much of such taxes and assessments as, added to the interest herein and in said note contracted, shall equal ten per cent on the principal of the debt hereby created and secured.

THIRD, Part Y of the first part agree to pay all taxes and special assessments levied or assessed against or due upon said real estate before delinquency and procure, maintain and deliver to said second party, its 2900.00 assigns, insurance policies on the buildings thereon, in companies to be approved by the second party, its successors or assigns, for not less than \$ 2900.00 with National Board Standard Mortgage Clause attached in favor of the second party, its successors or assigns, as their interest may appear; and shall keep the building and other improvements in good repair and condition.

FOURTH, It is understood and agreed that if said insurance is not promptly effected, or if the taxes or special assessments levied or assessed against said real estate or against said bond or note hereby secured or the mortgage securing the same shall not be paid before delinquency, said second party, its successors or assigns, (whether electing to declare the whole mortgage due and collectible or not) may effect and pay for said insurance, and may pay said taxes and special assessments, and all such payments, with interest thereon at ten per cent per annum, from the time of payment, shall be a lien against said premises and secured hereby.

FIFTH, It is further agreed that if default be made in the payment of the interest on said note, or any portion thereof for the space of ten days after the same becomes due, or in the payment of taxes or special assessments levied or assessed under the laws of the State of Kansas against said real estate or against said bond or note hereby secured or the mortgage securing the same before delinquency, or in case the part Y of the first part fail to perform any of the conditions or agreement in this mortgage or in the note hereby secured contained, time being of the essence of this contract, then this mortgage and all sums of money secured hereby, less the interest for the unexpired time, shall, at the option of the second party, its successors or assigns, become at once due and payable, without further notice, and this mortgage may then be foreclosed and the mortgaged premises sold in one body without appraisement. The note secured by this mortgage shall after maturity (whether the same matures by lapse of time or by the exercise of the option to declare the whole sum due for breach of any condition or agreement herein contained) or after default in any interest payment (whether the mortgage exercises the option to declare the whole sum due or not) bear interest at the rate of ten per cent per annum until paid.

SIXTH, And it is further agreed that if an action is commenced to foreclose this mortgage, the said second party, its successors or assigns, shall have the right to have a receiver of the mortgaged property appointed at once, who shall take immediate possession of and control and preserve the same, and the rents and profits thereof, for the payment of the mortgage debt, and said receiver's costs and expenses, and may discharge all duties of a receiver.

SEVENTH, And it is further agreed and declared that this mortgage, and the bond or note secured hereby, are made under, and are to be construed by the laws of the State of Kansas.

The foregoing conditions being fully performed, this conveyance shall be void, otherwise to be and remain in full force and effect.

IN WITNESS WHEREOF, It have hereunto set its hand March 3, 1931

Signed in the presence of

The International Investment Corporation

By J. F. Kell

President

Corp. Seal

N. J. Ward

Secretary

STATE OF KANSAS, COUNTY, ss.

On this _____ day of _____ before me, the undersigned, a Notary Public, duly commissioned and qualified for and residing in said County and State, personally came _____

and executed the foregoing instrument and duly acknowledged said instrument and the execution of the same to be _____ voluntary act and deed. WITNESS my hand and Notarial Seal, the day and year last above written.

My commission expires _____ Notary Public.

RELEASE

The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged.

As Witness my hand, this 20 day of January A. D. 1933.

Attest: _____ The Bankers Mortgage Co.
copy sent _____ M. C. Cook, President

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, That _____

County, in the State of _____, the within named mortgage, _____, in consideration of _____

to _____ in hand paid, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer, set over and convey unto _____ DOLLARS

heirs and assigns, the within mortgage debt, the real estate conveyed and the promissory note, debts and claims thereby secured and covenants therein contained.

TO HAVE AND TO HOLD THE SAME FOREVER, Subject, nevertheless, to the conditions therein named.

In Witness Whereof, The said mortgagee, ha _____ herunto set _____ hand this _____ day of _____ 19 _____

Executed in presence of _____

STATE OF KANSAS, COUNTY, ss.

BE IT REMEMBERED, That on this _____ day of _____ A. D. 19 _____, before me, _____

a Notary Public in and for said County and State, came _____

to me personally known to be the same person, who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My commission expires _____ 19 _____ Notary Public.

STATE OF KANSAS, COUNTY, ss.

This assignment was filed for record on the _____ day of _____, A. D. 19 _____, at _____ o'clock _____ M.

Register of Deeds.

STATE OF KANSAS, COUNTY OF SHAWNEE, ss.
I, _____, Notary Public, do hereby certify that on this third day of March A. D. 1931 before me, the undersigned, a Notary Public in and for said County and State, personally came _____, President of The International Investment Corporation, a corporation duly organized under the laws of the State of Kansas, and _____, Secretary of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and who acknowledged to me the execution of said instrument, and such persons duly acknowledged the execution of the same to be their act and deed, and I have hereunto set my hand and year last above written.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.
L. S. My term expires January 16, 1935
Ruth Havens Notary Public